

Contract ID#: B90625-02A



Department: Public Works

CLPW15000032

CF (Capital)**E-158-15CF****Contract Details**NIFS ID #: CFPW14000046SERVICE:
NIFS Entry Date: 7/10/15 Term: from 12/2/14 to 12/2/16

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name J.C. Broderick & Associates	Vendor ID# 11-3437849
Address 1775 Expressway Drive North, Suite 1 Hauppauge, NY 11788	Contact Person Brendan Broderick
	Phone (631) 584-5492

County Department
Department Contact Robert Exner
Address 1194 Prospect Avenue Westbury, New York
Phone 571-6919

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/>	<i>William Cote</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
7/21/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
7/21/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	<i>[Signature]</i>	
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
7/17/15	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	<i>[Signature]</i>	



Contract Summary

Description: On call Contract Amendment #1
Purpose: The Original Term is from December 2, 2014 through December 2, 2016 with a Maximum Amount of \$400,000.00. This Amendment (#1) increases the Maximum Amount to \$700,000.00.
Method of Procurement: A formal Request for Proposals (RFP) process was conducted to procure services
Procurement History: Proposals (RFP) were publicized in Newsday and on the Nassau County website for a period of (4) weeks. All technical proposals in response to this RFP were accepted until May 30, 2014, no later than 4:00pm. The qualifications and technical proposals from each Firm were reviewed and rated with the separately sealed cost proposals opened thereafter. The Firm with the combined highest rating and one of the lowest cost proposals was from a local Firm (JC Broderick & Associates). This is the 1st Amendment
Description of General Provisions: The contract amendment #1 will increase the Maximum Amount of the contract by \$300,000.00. From \$400,000.00 to \$700,000.00
Impact on Funding / Price Analysis: The primary funding source for this project is through Capital Project 90632 (Family & Matrimonial Court Planning/Design) and Capital Project 90625 (Asbestos/Lead Abatement Monitoring & Design Services).
Change in Contract from Prior Procurement: The contract Amendment #1 will increase the Maximum Amount of the contract from \$400,000.00 to \$700,000.00.
Recommendation: Approve Contract Amendment #2 as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue Contract <input type="checkbox"/>	XXXXXXX	1		\$
Control:	90	County	\$	2	90625	\$ 0.01
Resp:	625	Federal	\$	3		\$
Object:	0002	State	\$	4	<i>J. Quatrone 7/2/15</i>	\$
Transaction:	CF	Capital	\$ 0.01	5		\$
		Other	\$	6		\$
		TOTAL	0.01		TOTAL	\$ 0.01

RENEWAL		Document Prepared By:		Date:
% Increase				
% Decrease				

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>8/17/15</i>
Date	Date	(For Office Use Only)

E #:

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND J.C.
BRODERICK & ASSOCIATES

WHEREAS, the County has negotiated an amendment to a personal services agreement with J.C. Broderick & Associates to provide asbestos/lead design and monitoring services at various County facilities, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with J.C. Broderick & Associates

COUNTY OF NASSAU
Inter-Departmental Memo

To: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

From: Department of Public Works

Date: April 20, 2015

Re: Amendment One to Contract
Asbestos Design/Lead & Monitoring Services
Contract No. B90625-02A
Encumbrance No. - CFPW14-000046
J.C. Broderick & Associates

Services provided under this Agreement include asbestos design work; survey inspections; and project monitoring for asbestos abatement projects performed by Abatement Contractor's on County property to comply with New York State Department of Labor regulations. The Contract's expiration date is December 2, 2016.

Attached is an amendment (Amendment One) to the original contract, whereas the original maximum amount was \$400,000.00, we are asking to increase this amount by \$300,000.00, making the maximum contract amount \$700,000.00.

For the past several months, J.C. Broderick & Associates has been providing Asbestos Design & Monitoring Services at 101 County Seat Drive (New Family & Matrimonial Court) and various other locations at County operated facilities. In order to comply with New York State regulations for providing air monitoring services as a component of our asbestos management plan, we are requesting an increase in the maximum amount of the contract by \$300,000.00 to ensure authorization to fund this work for the duration of this contract.

Please sign below and return this memorandum to this office so we may implement the appropriate DPW procedures for processing an increase to the contract maximum amount to Contract B90625-02A.



Shila Shah-Gavnaudias
Commissioner

cc: Richard P. Millet, Deputy Commissioner
Robert Exner, Project Manager

APPROVED:

By

Richard R. Walker
Chief Deputy County Executive

5/19/15
Date

DISAPPROVED:

By

Richard R. Walker
Chief Deputy County Executive

Date



AMENDMENT ONE

This AMENDMENT, (this "Amendment"), made and entered as of the date on which this Amendment is last executed by parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) J.C. Broderick & Associates, 1775 Expressway Drive North, Hauppauge, NY, 11788 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number B90625-02A between the County and the Firm, executed on behalf of the County on December 2, 2014 (the "Original Agreement"), the Firm performed certain services for the County in connection with the County's asbestos management program providing Asbestos/Lead Design & Monitoring Services. These services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, is Four Hundred Thousand Dollars (\$400,000) (the "Maximum Amount");


WHEREAS, The County desires to Amend the "Maximum Amount" to compensate Contractor for services to be rendered during the term;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Amended Maximum Amount. The Maximum Amount to be paid for Services shall be increased by an additional Three Hundred Thousand (\$300,000), so that the total "Maximum Amount" to be paid Contractor for service shall be Seven Hundred Thousand (\$700,000, "Amended Maximum Amount").

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

J.C. Broderick & Associates

By: 
Name: Brendan B Broderick
Title: President

Date: March 27 2015

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

)SS.:

On the 27 day of march in the year 2015 before me personally came Brendan G Brodenek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of JG Brodenek, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



Paul J. Eden
Notary Public, State of New York
No. 01ED5053194
Qualified in Nassau County
Commission Expires
12-11-17

)ss.:

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: J.C. Broderick & Associates

CONTRACTOR ADDRESS: 1775 Expressway Drive North, Suite #1
Hauppauge, NY 11788

FEDERAL TAX ID #: 11-3437849

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on December 2, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after proposals were publicized in Newsday and on the Nassau County website for four (4) weeks. All proposals were accepted until May 30, 2014. Proposals from each of the firms were reviewed and evaluated with J.C. Broderick & Associates receiving the highest rating with one of the lowest cost proposals. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

6/15/2015
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: J.C. Broderick & Associates, Inc.
Address: 1775 Expressway Drive North
City & State: Hempstead, New York Zip Code: 11788
2. Firm's Vendor Identification Number: 11-3437849
3. Type of Business: ☒ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Ltd. Liability Company
☐ Closely Held Corp. ☐ Joint Venture ☐ Other (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of Limited Liability Companies (attach additional sheet(s) if necessary)

Brendan G. Broderick 30 Landing Meadow Road, Smithtown NY 11787

5. List all names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (*If a publicly held Corporation, include a copy of 10K form in lieu of completing this section) Attach additional sheet(s) if necessary.

Brendan G. Broderick 30 Landing Meadow Road, Smithtown NY 11787

6. List all affiliated and related companies and their relationship to the firm entered on line 1 above (if none, enter "None") (*include a separate disclosure form for each affiliated or subsidiary company). Attach additional sheet(s) if needed.

NONE

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as a signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 03/27/2015

Signed: _____

Printed Name: _____

Title: _____

E-158-15

Page 1 of 4

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: J. C. Broderick & Associates, Inc.
Address: 1775 Expressway Drive North
City, State and Zip Code: Hauppauge, NY 11788
2. Entity's Vendor Identification Number: 11-3437849
3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Brendan G Broderick 30 Landing Meadow Road, Smithtown, New York 11787

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.
Brendan G Broderick, 30 Landing Meadow Road, Smithtown, New York 11787

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/29/2015

Signed: 

Print Name: Brendan G. Broderick

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

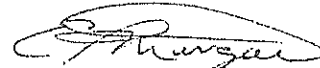
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: _____

May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

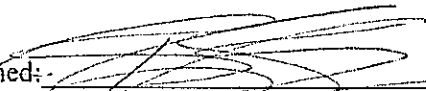
None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**
None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None
-

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/29/2015

Signed: 

Print Name: Brendan G Broderick

Title: President-J C Broderick & Associates, Inc.

Contract ID#: B90625-02A



CFPW14000046

Department: Public Works

CF (Capital)

Contract Details

NIPS ID #: CFPW14000046 NIFS Entry Date: 9/9/14 SERVICE: Term: from Execution to 2 years

E-230CF14

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name J.C. Broderick & Associates	Vendor ID# 11-3437849
Address 1775 Expressway Drive North, Suite 1 Hauppauge, NY 11788	Contact Person Brendan Broderick
	Phone (631) 584-5492

County Department
Department Contact Robert Exner
Address 1194 Prospect Avenue Westbury, New York
Phone 571-6919

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	9/14/14	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	9/12/14	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	9/15/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
9/16/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	9/16/14	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	9/16/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fwd'd Original Contract to CA <input type="checkbox"/>	9/16/14	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	9/16/14	[Signature]	
	Comptroller	NIFS Approval <input type="checkbox"/>	9/16/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	9/16/14	[Signature]	

Contract ID#: B90625-02A



Department: Public Works

Contract Summary

Description: Asbestos/Lead Design & Monitoring Services
Purpose: Asbestos & Lead containing materials, when disturbed or having deteriorated over time, would pose a health hazard to County employees and the general public. Further, Federal and State laws require immediate corrective actions as well as air monitoring and project supervision when these materials are found in a deteriorated condition. This agreement also allows the County to comply with the above requirements and to have assistance if needed to perform asbestos surveys for asbestos abatement project design.
Method of Procurement: RFP in accordance with DPW procedures
Procurement History: Proposals (RFP) were publicized in Newsday and on the Nassau County website for a period of (4) weeks. All technical proposals in response to this RFP were accepted until May 30, 2014, no later than 4:00pm. The qualifications and technical proposals of each Firm were reviewed and rated with the separately sealed cost proposals opened thereafter. The Firm with the combined highest rating and one of the lowest cost proposals was from a local Firm (JC Broderick & Associates).
Description of General Provisions: This is a two (2) year agreement with an option for one additional year upon mutual consent between the County and J.C. Broderick & Associates, whereby, based on average yearly expenditures, our engineers anticipate expenditures for the term of this agreement not to exceed \$400,000.00.
Impact on Funding / Price Analysis: The primary funding source for this contract is provided by Capital Project 90625 (Asbestos/Lead Abatement for Various County Facilities).
Change in Contract from Prior Procurement: NA
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	90
Resp:	625
Object:	00002
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital (Initial)	\$ 25,000.00
Other	\$
TOTAL	\$ 25,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/90625/0002	\$ 25,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 25,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

NIFS Certification		Comptroller Certification		Date:	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval	
Name		Name		Name	
Date	12/24/14	Date	12/24/14	Date	12/24/14
				E #:	

E-230-14

RULES RESOLUTION NO. ~~239~~ 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY
DEPARTMENT OF PUBLIC WORKS, AND J.C. BRODERICK &
ASSOCIATES

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 10-6-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present 7

WHEREAS, the County has negotiated a personal services agreement
with J.C. Broderick & Associates to provide asbestos/lead design and
monitoring services at various County facilities, a copy of which is on file
with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with J.C. Broderick & Associates.

RULES RESOLUTION NO. - 2014

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TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
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with J.C. Broderick & Associates.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: J.C. Broderick & Associates
CONTRACTOR ADDRESS: 1775 Expressway Drive North, Suite #1
Hauppauge, NY 11788
FEDERAL TAX ID #: 11-3437849

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

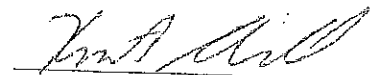
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☒ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

9/13/14

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM Department of Public Works

DATE: July 15, 2014

SUBJECT: Asbestos/Lead Abatement
Project Design and Monitoring Services
Proposed Agreement No. B90625-02A

This Department intends to procure services for Asbestos/Lead Abatement Project Design and Monitoring Services. The services typically provided under the proposed agreement include bulk sample collection, design, coordination, supervision, and monitoring of abatement activities conducted within the County. These services will be needed to supplement the efforts of our Asbestos Abatement Project Manager to ensure that asbestos and lead containing materials are properly managed in all County owned facilities. The proposed agreement will be for a period of two (2) years (with a provision to extend the agreement for a third year of service) with a not to exceed cost of \$400,000.

In accordance with procedures stipulated in the County Executive's Order No. 1-1993 and the Board of Supervisor's Resolution No. 928-1993, a Request for Proposal (RFP) for these services was developed. The RFP was advertised in Newsday and on the county website. Technical and cost proposals were received from eight (8) firms on May 30, 2014.

The technical proposals were evaluated by personnel within the Department of Public Works Richard P. Millet, Chief Deputy Commissioner, Timothy Kelly, Hydrogeologist III, and Robert Exner, Asbestos Abatement Project Manager. The results of the technical evaluations, along with each firm's cost proposals, are as follows:

<u>Firm Name</u>	<u>Technical Ranking</u>	<u>Cost Proposal:</u> (based on estimated hours for a single year – see attached)
J.C. Broderick & Associates	1	\$160,440.00
LIRO Engineers	2	\$160,995.00
LK McClean Associates	3	\$211,400.00
D & B Engineers Architects	4	\$225,075.00
Warren & Panzer	5	\$136,850.00
Air Tech Environmental	6	\$173,250.00
En Tech Engineering	7	\$247,536.40
ALC Environmental	8	\$128,650.00



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: April 8, 2014

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: B90625-02A

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

Asbestos and Lead abatement Project Design and Monitoring Services Various Locations, Nassau County, New York.

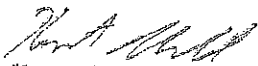
(The spirit of this proposed contract/agreement is to provide services which generally cannot be performed by bargaining unit members due to 3rd party monitoring requirements enforced by NYS and to assist bargaining unit members during periods of high work volume who are otherwise trained to perform this work in-house).

2. The work involves the following:

The investigation, planning, design, inspection and project monitoring for abatement of asbestos and lead containing materials.

3. An estimate of the cost is: \$300,000.00-\$400,000.00
4. An estimate of the duration is: twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, extension 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGa:RPM:WSN:pl

- c: Keith Cromwell, Office of Labor Relations
Richard P. Millet, Chief Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Robert Exner, Asbestos Abatement Project Manager —




Office of the County Executive
Richard R. Walker, Chief Deputy County Executive
July 15, 2014
Page 2

SUBJECT: Asbestos/Lead Abatement
Project Design and Monitoring Services
Proposed Agreement No. B90625-02A

The Department recommends that J.C. Broderick & Associates, with the highest technical rating and one of the lowest cost proposals, be retained to provide these services. J.C. Broderick & Associates will comply with Local Law 14-0220 "Participation by Minority Group Members and Woman in Nassau County Contracts" by utilizing minority or woman owned firms as subcontractors should the opportunity arise during the contract period.

Funding for these professional services is available under Capital Project No. 90625 (Asbestos/Lead Abatement For various County Facilities).

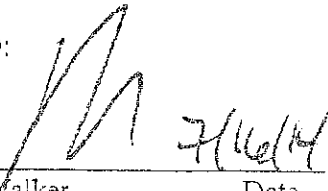
Since the proposed Asbestos/Lead Abatement Design & Monitoring Services is a two (2) year agreement and will exceed twelve (12) months in duration, this Department shall begin the processing of a project specific agreement with the Firm of J.C. Broderick & Associates. In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.


Shila Shah-Gavnoudias
Commissioner

SSG:RPM:pl

c: Richard P. Millet, Chief Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Robert Exner, Asbestos Abatement Project Manager ✓

APPROVED:


Richard R. Walker
Chief Deputy County Executive

Date

DISSAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: J C Broderick & Associates, Inc.
Address: 1775 Expressway Drive North
City & State: Hauppauge, New York Zip Code: 11788
2. Firm's Vendor Identification Number: 11-3437849
3. Type of Business: ☒ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Ltd. Liability Company
☐ Closely Held Corp. ☐ Joint Venture ☐ Other (specify) _____
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of Limited Liability Companies (attach additional sheet(s) if necessary)
Brendan Broderick, 30 Landing Meadow Road, Smithtown, New York 11787

5. List all names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (*If a publicly held Corporation, include a copy of 10K form in lieu of completing this section) Attach additional sheet(s) if necessary.
Brendan Broderick, 30 Landing Meadow Road, Smithtown, New York 11787

6. List all affiliated and related companies and their relationship to the firm entered on line 1 above (if none, enter "None") (*include a separate disclosure form for each affiliated or subsidiary company). Attach additional sheet(s) if needed.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as a signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 2/28/14

Signed: _____

Printed Name: Brendan Broderick

Title: President

REQUEST TO INITIATE

RTI Number 14-0018

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC
☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Asbestos/Lead Design & Monitoring ServicesDepartment: Public Works Project Manager: Robert Exner Date: 1/22/2014Service Requested: Asbestos/Lead Design & Monitoring ServicesJustification: NYS-DOL requires 3rd party monitoring on all asbestos abatement projectsRequested by: Robert Exner [Signature] Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment)
Estimate Circle appropriate phaseTotal Project Cost: 300,000 - 400,000
Includes, design, construction and CMDate Start Work: 8/14
Phase being requestedDuration: 2 years
Phase being requestedRequirements ContractCapital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):
See Attached Sheet if multiyear ☐VARIOUSNYS Entered: [Signature] 2/11/14

SIGNATURE

DATE

AIM Entered: [Signature] 2-11-14

SIGNATURE

DATE

Funding Code: 90605 000

use this on all encumbrances

Timesheet Code: 14-0018 000

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type I Action ☒ or Environmental Assessment Form Required: ☐
Supplemental Environmental Documentation

Department Head Approval:

YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☐ NO ☐

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. <u>See Attached</u>			
2. <u>See Attached</u>			
3. <u>See Attached</u>			
4. <u>See Attached</u>			

DCE/Ops Approval:

YES ☐ NO ☐

Signature

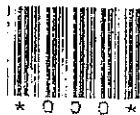


Work Order
14-0018
Status: OPEN

Work Order Assignment Report

Work Order			
Description:	ASBESTOS/LEAD DESIGN & MONITORING SERVICES - NYS-DOL REQUIRES 3RD PARTY MONITORING ON ALL ASBESTOS ABATEMENT PROJECTS	Created By:	CFITZGERALD2
		Date Created:	Feb 11, 2014 7:09 PM
		Desired Date:	
Type:	CPA (CAPITAL PLANNING & ASSESSMENT)	Customer Request:	
		Category:	CAPITAL RENEWAL (CAPITAL RENEWAL: ALLOWING CONSTRUCTION (DEFERRED MAINTENANCE) PROJECTS TO BE POSTPONED UNTIL FUNDS ARE AVAILABLE.)
Project:		Problem Code:	
Organization			
Organization:	PW00 (ADMINISTRATION)		
Requestor:	REXNER (ROBERT EXNER)		
Contact:	ROBERT EXNER		
Contact Email:	rexner@nassaucountyny.gov	Contact Phone:	516-571-6919
Property			
Region:	ROAD MAINT (ROAD MAINTENANCE)	Facility:	COUNTY WIDE (COUNTY WIDE)
Property:	NC PROPERTIES (NASSAU COUNTY PROPERTIES WITHIN THIS TOWN)		
Shop			
Shop Person:		Shop:	

Phase Assignment



Phase
000
Status: OPEN

Phase			
Description:	ASBESTOS/LEAD DESIGN & MONITORING SERVICES - NYS-DOL REQUIRES 3RD PARTY MONITORING ON ALL ASBESTOS ABATEMENT PROJECTS	Created By:	CFITZGERALD2
		Date Created:	Feb 11, 2014 7:09 PM
		Estimated Start:	
		Estimated End:	
Location:		Priority:	3
Shop:	DPWHQ-CIVIL SITE ENG CON (DPWHQ-CIVIL SITE ENGINEERING CONSTRUCTION AND SIDEWALKS)	Funding Source:	Work Order
Work Code:	CAPITAL	Work Code Group:	
Equipment			
Equipment:		Equipment Group:	
Asset Tag:		Asset Type:	
Contractor			
Contractor:		Contract Type:	
Phone:		Contract #:	
Address:			
Shop Assignments			

CONTRACT FOR SERVICES
ASBESTOS/LEAD DESIGN AND
MONITORING SERVICES
AGREEMENT NO. B90625-02A

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) J.C. Broderick & Associates, a consultant engineering firm having its principle office at 1775 Expressway Drive North - Suite 1, Hauppague, New York 11788 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;
and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of Asbestos / Lead Design & Monitoring Services at various County facilities, as determined by the Department (the "Services"). The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due

to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site(s), including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Four Hundred Thousand Dollars (\$400,000) ("Maximum Amount").

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof

(including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and Local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv)

subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DOE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DOE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DOE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DOE. The complainant or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause

of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

J.C. Broderick & Associates

By: 

Name: Brandon Broderick

Title: President

Date: 8/4/14

NASSAU COUNTY

By: 

Name: Richard R. Walker

Title: Deputy County Executive

Date: 12/2/14

PLEASE EXECUTE IN BLUE INK

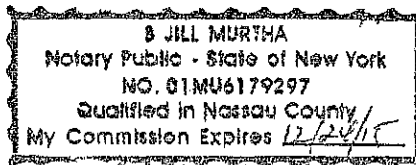
STATE OF NEW YORK)

)ss

COUNTY OF NASSAU)

On the 4 day of August in the year 2014 before me personally came Brendan G. Bradnick to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of JC Bradnick & Associates Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.

COUNTY OF NASSAU)

On the 2 day of December in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01FE3839028
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

A. Basic services:

The basic services to be provided by the Firm under this Agreement consist of Asbestos/Lead Design and Monitoring Services at various County facilities, as determined by the Department. The Firm will be responsible for obtaining all required approvals, permits, certifications and clearances from all appropriate Federal, State and local authorities, if any, necessary to complete the Services. The Firm shall perform the Services in compliance with all regulatory requirements and in a manner which protects the health and well being of occupants and the general public at the various County facilities it performs said Services. The following tasks shall be performed by licensed and certified individuals.

- (i) Survey, bulk sampling, inspection, investigation, and report preparation for removal or design for removal of Asbestos Containing Materials (ACM) and Lead Containing Material (LCM) for various County facilities.
- (ii) Assess hazards posed by the presence of ACM/LCM and recommended appropriate response actions.
- (iii) Plan the scope, timing, phasing, and remediation methods to be utilized on ACM/LCM abatement projects.
- (iv) Oversee the scope, timing, phasing, and remediation methods to be utilized on ACM/LCM abatement projects.
- (v) Provide comprehensive reports detailing monitoring activities at the conclusion of all asbestos/lead abatement projects.

B. Inspection Services

- (i) The Contractor shall survey, investigate, identify, and assess the condition of asbestos containing materials (ACM) and lead containing materials (LCM).
- (ii) The Contractor shall collect bulk samples of suspect ACM and LCM for laboratory analysis; photograph and/or sketch surveyed locations; and provide any and all additional information required by the New York State Department of Labor.
- (iii) The Contractor shall provide such records and reports encompassing the materials inspected, sampled and tested. The records and reports shall be furnished upon the completion of each activity.
- (iv) The Contractor will be required to initiate a chain of custody for any sample taken and turned over to the laboratory (EMSL Analytical) personnel. The Contractor is also responsible for providing the necessary sampling media to perform these testing services.
- (v) The Contractor shall provide an asbestos inspector who shall be responsible for asbestos survey investigations and the collection of bulk samples. Such inspector shall possess New York State Department of Labor Asbestos Inspector license certifications.

C. Design Services

- (i) The Contractor shall plan the scope, timing, phasing and remediation methods to be utilized on abatement projects.
- (ii) The Contractor shall prepare the technical documents (drawings and specifications) which describe the scope and requirements of the project and such documents shall be prepared by a New York State Department of Labor Certified Project Designer. Please note that should the magnitude of the project require construction documents (plans specifications) suitable for public bidding, the Firm will be

required to have a professional engineer review and certify the construction documents prior to bidding.

- (iii) The Contractor shall prepare cost estimates for the proposed abatement activities.
- (iv) The Contractor shall meet with representatives of the County as required to address all issues associated with asbestos and lead abatement project(s).
- (v) The Contractor shall provide an Asbestos Project Designer, who shall be responsible for the complete design of asbestos projects. This Project Designer shall possess New York State Department of Labor Asbestos Designer license certifications.

D. Project Monitoring Services

- (i) The Contractor shall oversee the scope, timing, phasing and remediation methods being utilized on the asbestos and lead abatement projects and shall ensure that the design is properly implemented.
- (ii) The Contractor shall attend construction meetings with the abatement Contractor's representative(s) in order to provide the County with schedules for completion of abatement activities, and resolve any problems encountered during abatement activities.
- (iii) The Contractor shall perform air sampling within and outside the abatement work areas prior to, during, and after the abatement activities, as required.
- (iv) The Contractor shall prepare comprehensive reports detailing the results of the abatement activities, air monitoring and sample analysis, including test and analysis results.
- (v) The Contractor shall advise the County as to the effectiveness of the abatement's Contractor's work practices.
- (vi) In the event the County contracts separately for the actual asbestos and lead abatement services, the Contractor will be required to inspect and monitor the abatement contractor's activities.
- (vii) The contractor will be required to initiate a chain of custody for any sample taken during the monitoring of abatement activities and turned over to the laboratory (EMSL Analytical) personnel. The Contractor is also responsible for providing the necessary sampling media to perform these testing services.
- (viii) The Contractor shall provide an asbestos air sampling technician/project monitor, who shall be responsible for air sampling and site monitoring. This technician/project monitor shall possess a New York State Department of Labor license certification for Air Sampling Technician/Project Monitor.

E. Management Services

- (i) The Project Manager shall be responsible for survey and reports; review of Contractor and Abatement Contractor documents; design of projects; final compliance reports; and management of field staff.

F. QA/QC Principal Services

- (i) The QA/QC Principal shall be responsible for executive meetings and employee performances.

EXHIBIT "B"

PAYMENT SCHEDULE

Payment to the Firm for all Services as outlined in Exhibit A, including any Extra Services that may be authorized under this Agreement, shall be made in accordance with Section 3 of this Agreement and as further described below.

1. Services

- (a) Payment to the Firm for all Services under this agreement shall be made monthly in arrears, based on actual hours worked at the hourly rates set forth below, for the personnel engaged in performing said Services. Notwithstanding the foregoing, the Maximum Amount to be paid to the Firm for Services under this Agreement, including any Extra Services that may so be authorized, shall not exceed Four Hundred Thousand Dollars (\$400,000). Compensation, payable as follows:

- (1) *For Inspection Services, the Contractor shall be paid*

Fifty Five Dollars \$55.00 per hour.

- (2) *For Design Services, the Contractor shall be paid*

Thirty Dollars \$30.00 per hour.

- (3) *For Air Sampling Services, the Contractor shall be paid*

Fifty Three Dollars \$53.00 per hour.

- (4) *For Project Monitoring Services, the Contractor shall be paid*

Fifty Three Dollars \$53.00 per hour.

- (5) *For Management Services, the Contractor shall be paid*

Eighty Dollars \$80.00 per hour.

- (6) *For QA/QC Principal Services, the Contractor shall be paid*

One Hundred Twenty Nine Dollars \$129.00 per hour.

- (b) Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

2. Vouchers for Services performed, including any Extra Services that may be authorized under this Agreement, shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and total compensation earned. All Vouchers for compensation shall be made upon forms satisfactory to the County. Review, approval and audit of the Voucher by the Department, and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase

order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further

demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

LINK TO:

ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :

FISCAL MO/YEAR : 07 2015 JULY 2015 PROJECT END DATE:

PROJECT : 90625 VAR ASBESTOS & LEAD ABATEMENT

PROJECT DETAIL :

CHARACTER :

OBJECT : X

FUND TYPE :

FUND :

SUBFUND :

S	OBJECT DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
OA	CAPITAL PROCEEDS	5,102,428	5,102,428		
SA	STATE AID - REIMB	45,000	45,000		
	REVENUE TOTAL	5,147,428	5,147,428		
OO	CAPITAL PROJECTS	5,147,428	4,493,837	270,986	382,605
AA	SALARIES, WAGES &		230,113		-230,113
AB	FRINGE BENEFITS		75,083		-75,083
HF	INTER-DEPARTMENTAL		67,208		-67,208

F1-HELP F2-SELECT F4-PRIOR F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G014 - RECORD FOUND